

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Wythe-Will Distributing, L.L.C.</td> <td></td> <td>06/28/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Wythe-Will Distributing, L.L.C.		06/28/2011	LIMITED LIABILITY COMPANY: DELAWARE								
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<b>PROPERTY NUMBERS Total: 4</b>																
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Registration Number:	3094900	WYTHE WILL DISTRIBUTOR OF FINE CONFECTIONS & SWEETS														
<b>CORRESPONDENCE DATA</b>																
<p>Fax Number: (302)636-5454</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 800-927-9801 x2348</p> <p>Email: jpaterso@cscinfo.com</p> <p>Correspondent Name: Corporation Service Co.- J. Paterson</p> <p>Address Line 1: 1090 Vermont Avenue NW, Suite 430</p> <p>Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>																
<b>ATTORNEY DOCKET NUMBER:</b>	829454															

CH \$115.00 3032715

**900195813**

**TRADEMARK**  
**REEL: 004572 FRAME: 0122**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/29/2011
<b>Total Attachments: 4</b> source=6-29-11 Wythe Will-TM#page1.tif source=6-29-11 Wythe Will-TM#page2.tif source=6-29-11 Wythe Will-TM#page3.tif source=6-29-11 Wythe Will-TM#page4.tif	

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wythe-Will Distributing, L.L.C.  
3612 La Grange Parkway  
Toano, VA 23168

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LLC

Citizenship (see guidelines) DE

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 06/28/2011

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☒ Yes  
☐ No

Name: Wythe Will Tzetzco, LLC

Internal

Address: 3rd Floor

Street Address: 2 East Read Street

City: Baltimore

State: MD

Country: \_\_\_\_\_ Zip: 21202

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship MD

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 829454

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

06/29/2011

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK  
REEL: 004572 FRAME: 0124**

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of June 28, 2011 ("Effective Date"), is made by and between Wythe-Will Distributing, L.L.C., a Delaware limited liability company, with offices at 3612 La Grange Parkway, Toano, Virginia 23168 ("Assignor"), and Wythe Will Tzetzto, LLC, a Maryland limited liability company, with offices at 2 East Read Street, Third Floor, Baltimore, Maryland 21202 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks ("Marks") and Registrations ("Registrations") for such Marks as granted by the United States Patent and Trademark Office and listed on the attached Schedule A, together with the goodwill of the business connected with and symbolized by the Marks; and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, Registrations and the goodwill of the business connected with and symbolized by the Marks as part of the merger of Assignor and Assignee, which merger was effective as of June 28, 2011.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks and Registrations in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registrations to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks and Registrations.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

*[Signatures Appear on the Following Page]*

**SIGNATURE PAGE TO  
TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

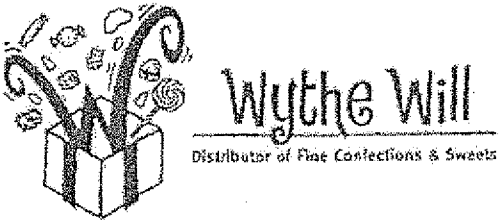
ASSIGNOR:  
WYTHE-WILL DISTRIBUTING, L.L.C.

By:   
Name: Roderick Hogan  
Title: Chief Financial Officer

ASSIGNEE:  
WYTHE WILL TZETZO, LLC

By:   
Name: Roderick Hogan  
Title: Chief Financial Officer

Schedule A

Mark	U.S. Serial No./ Registration No.	Filing Date/ Registration Date
HENRY STREET STATION	76/589,907 3,032,715	April 9, 2004 December 20, 2005
HENRY STREET'S FINEST	76/582,097 3,145,949	April 15, 2004 September 19, 2006
WYTHE WILL	78/340,356 2,962,288	December 12, 2003 June 14, 2005
	78/340,366 3,094,900	December 12, 2003 May 23, 2006